

RESOLUTION NO. 87-73

APPROVE AGREEMENT BETWEEN CITY CAB COMPANY
AND CITY OF LODI FOR DIAL-A-RIDE SERVICES

RESOLVED, that the City Council of the City of Lodi does hereby approve Agreement between City Cab Company and City of Lodi for Dial-A-Ride Services as shown on Exhibit A attached hereto and made a part hereof.

BE IF FURTHER RESOLVED that the City Council of the City of Lodi does hereby authorize the Mayor and City Clerk to execute the Agreement on behalf of the City.

Dated: July 1, 1987

I hereby certify that Resolution No. 87-73 was passed and adopted by the City Council of the City of Lodi in a Regular Meeting held July 1, 1987 by the following vote:

Ayes: Council Members - Hinchman, Pinkerton, Reid,
Snider and Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - None

Attest:


ALICE M. REIMCHE
City Clerk

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1987, by and between the City of Lodi, a municipal corporation, hereinafter called "CITY"; and Rae Neel Margrave, doing business as City Cab Co. of Lodi, California, hereinafter called "CONTRACTOR".

It is the intent of the City of Lodi to provide subsidized low-cost transportation to all residents of the City of Lodi. This transportation system is to be a demand response system with vehicles owned by the City, with operating policies promulgated by the City. Company will provide the day-to-day operations of the system, provide the drivers and the dispatching of the vehicles. In order to carry out said plans, the parties hereto are entering into this Agreement to cover the specific items of obligation of the respective parties. In consideration of the mutual covenants and conditions herein contained, it is hereby agreed between the parties as follows:

1. Scope of Work

CONTRACTOR shall provide Dial-A-Ride services 6 days per week (Monday through Saturday excluding New Years, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas) to include operation and dispatching for a CITY-wide Dial-A-Ride system. CITY will provide the necessary vehicles and mobile radios. CITY will also do all maintenance and repairs, preventative maintenance routines and fuel which will be billed directly to CONTRACTOR at CITY's then present costs. CONTRACTOR will provide drivers, dispatchers, a two-way radio communications system including proper radio frequency and a resident manager for the system. Actual system operations, CONTRACTOR requirements, schedules, service area boundaries, and service hours are fully described below.

2. Description of Service

a. Type of Service

The service to be provided shall be a demand response type service operating Monday through Saturday excluding New Years Day, Washington's Birthday, Memorial Day, July Fourth, Labor Day, Thanksgiving and Christmas. CONTRACTOR shall be required to make every effort to pick up riders and deliver them to their destination within forty-five (45) minutes of the call for service.

b. General Description of Services

CONTRACTOR shall be responsible for service operations including, but not limited to: assignment of vehicles, drivers and dispatchers; efficient routing in service area; ticket collection and knowledge of the particular requirements of individual aged and handicapped riders. CONTRACTOR's drivers shall assist passengers while boarding and deboarding vehicles as required.

c. Only 1 ticket shall be collected for up to 3 Dial-A-Ride passengers travelling between the same origin point and destination point. In no case will more than 5 adults be transported at any one time.

3. Hours of Service

Hours of service shall be 7:00 A.M. to 7:00 P.M. Monday through Friday and 9:00 A.M. through 5:00 P.M. on Saturday. CONTRACTOR will be expected to have sufficient drivers available to operate the system with 48 service hours per day Monday through Friday and 24 service hours on Saturday.

4. Service Area

The service area of the Dial-a-Ride system is the corporate limits of the City of Lodi, the community of Woodbridge south of Woodbridge Road and the Arbor Mobile Home Park in Acampo.

5. Dispatching

CONTRACTOR shall provide a two-way radio system for communications between its central dispatcher and vehicles. Dispatch and vehicle operator duties shall not be performed concurrently by one person. CONTRACTOR shall be required to have one dispatcher on duty from 7:00 A.M. to 7:00 p.m. on Monday through Friday and 9:00 A.M. to 5:00 P.M. on Saturday. CONTRACTOR shall maintain a telephone system for service requests and service information. In addition, CONTRACTOR shall have a listed business office phone with a number different from the service request and information number.

6. Vehicles and Associated Equipment

CITY will provide the necessary vehicles and mobile radios for the service requirements described in Paragraph 3.

7. Radio Equipment

CONTRACTOR shall provide the necessary base station and the necessary approved frequency for the satisfactory performance of the system.

8. Fare Collection

Monetary fares will not be collected by CONTRACTOR nor his employees. CONTRACTOR shall be required to collect and account for all tickets collected per CITY's instructions. All monies collected from any source for the operation of this system shall be the exclusive property of CITY.

9. Maintenance

All maintenance and associated repairs including appropriate preventative maintenance will be performed in the CITY's service center. CONTRACTOR shall be responsible to report any operational problems with the vehicles. CITY will also provide all necessary fuels and lubricants. The cost of maintenance and fuel will be deducted from the periodic CITY payments to CONTRACTOR at CITY's cost.

10. Facilities

CITY will provide storage for all the necessary vehicles. CONTRACTOR shall be responsible to have an office and dispatch center within the service area. CONTRACTOR will be responsible for having a local dedicated telephone number for Dial-A-Ride purposes.

11. Employees

- a. CONTRACTOR shall provide initial training and periodic retraining of its employees used in the Dial-A-Ride system. Training shall include, at a minimum: instruction in primary disabilities and their manifestations, first aid, public relations and personal attitudes related to the aged and handicapped. All vehicle operators shall have a clearance from the City of Lodi Police Department.
- b. CONTRACTOR will be required to provide and maintain Worker's Compensation insurance covering their employees as required by the State of California. A certificate of insurance shall be provided CITY setting forth the terms contained herein with the provision that the policy upon which the certificate is issued will not be cancellable without thirty (30) days prior written notice to CITY and a copy of same shall be kept on file.
- c. Vehicle operator employees must be neatly dressed and groomed at all times. CONTRACTOR shall not employ as an operator any of the following persons:
 - (i) Any person who does not have a minimum of four (4) years licensed driving experience;
 - (ii) Any person who has been convicted of a crime involving moral turpitude or narcotics within the two (2) years immediately preceding employment;
 - (iii) Any person who has been convicted of driving a vehicle recklessly within the two (2) years immediately preceding employment;
 - (iv) Any person who has been convicted of driving a vehicle while under the influence of intoxicating liquors and/or drugs within the five (5) years immediately preceding employment or following employment;

- (v) Any person not possessing at least a valid Class drivers' license issued by the State of California.
- (vi) In addition all drivers must meet all of the requirements of Section 5.24.070, 5.24.290, 5.24.300 and 5.24.310 of the Lodi Municipal Code.

12. Indemnity and Insurance

CONTRACTOR agrees to maintain in full force during the term hereof a policy of general liability insurance which contains an Additional Named Insured Endorsement naming CITY as an Additional Insured, and under which the insurer agrees to indemnify and hold CITY harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results or is claimed to have resulted, from any act or omission on the part of CONTRACTOR, or CONTRACTOR'S agents or employees in the implementation of this contract. The minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury, \$100,000 Property Damage or \$1,000,000 combined single limit. In addition to the Additional Named Insured Endorsement on CONTRACTOR's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the City Attorney after the issuance of said policy, with satisfactory evidence that each carrier is required to give CITY at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. If there has been no such delivery within forty-eight (48) hours prior to the commencement of any portion of the Contractor's operations, this Agreement shall be null and void. This paragraph and all other provisions of this Agreement shall apply and be construed as applying to any subtenant of CONTRACTOR.

It is understood and agreed that CONTRACTOR has the responsibility of maintaining the required limits of stated insurance, even though CONTRACTOR is only able to obtain \$500,000 insurance coverage at this time. In this regard, CITY agrees to accept the \$500,000 amount of coverage at this time because of the inability to obtain required limits, however, both CONTRACTOR and CITY agree to continue to diligently search for insurance coverage in the heretofore required limits.

The City of Lodi shall be responsible upon receipt of invoice or other evidence of cost, to pay the premium for the above-mentioned insurance policy.

13. Term of Contract

The term of this Agreement shall be for a three-year period beginning Tuesday, July 1, 1986, subject to the termination clause described in paragraph 18 of this Agreement. In addition CONTRACTOR hereby grants to CITY an option to renew the Agreement on a year-to-year basis for up to three additional successive one (1) year terms. Unless specifically modified by mutual agreement in writing, all terms, conditions and covenants of this Agreement shall remain in effect during the additional terms herein provided, with the exception that the amount to be paid for said additional terms for the subsequent years shall be determined through negotiations between CITY and CONTRACTOR.

14. Additional Information and Requirements

CITY reserves the right to modify, change, or expand specified service levels. In addition, CITY reserves the right to increase or decrease hours up to 20%. If changes exceed 20%, then the CITY shall renegotiate the rates with CONTRACTOR. CONTRACTOR shall be required to operate the system in conformance with any Public Utilities Commission rules or any other laws, ordinances or regulations affecting the CITY's Dial-a-Ride system.

15. Contractor to Maintain Records and Furnish Reports

CONTRACTOR shall be required to keep various logs and compile statistical data per CITY's instructions. Presently, these reports include the following:

- a) a monthly gasoline usage report,
- b) a monthly service hour report,
- c) a daily dispatcher's summation report,
- d) a complaint log.
- e) CONTRACTOR shall maintain a separate log for all Dial-A-Ride customers, showing the time the call was received, the time the passenger was picked up, and the time the passenger was dispatched.
- f) CONTRACTOR agrees to submit to CITY, cancelled tickets for all Dial-A-Ride passengers served and at the same time shall present copies of said logs. Tickets and logs shall be presented bi-weekly.

16. Upon the effective date of this Agreement, Company shall be reimbursed at the rate of \$2.75 for each Dial-A-Ride ticket presented to CITY for service within the City of Lodi, and \$3.25 for each ticket presented to the City of Lodi for service to the Woodbridge area, pursuant to the Agreement dated November 16, 1982 by and between the City of Lodi and the County of San Joaquin (Resolution No. 82-129), during the term of this Agreement upon presentation of logs and tickets which establishes the number of Dial-A-Ride passengers served by CONTRACTOR.

17. Equal Employment Opportunity

CONTRACTOR shall be required to certify that he or she is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, the California Fair Employment Practices Act, and any other applicable Federal and State laws and regulations relating to Equal Opportunity Employment.

18. Termination Clause

This Agreement may be terminated by CITY should CONTRACTOR breach or default in the performance of any of these Agreement provisions. The termination clause will provide CONTRACTOR a period of thirty (30) days after written notice from the CITY to correct a deficiency, except in the case of intentional breach. CONTRACTOR will not be deemed to be in default if earthquake, flood, fire, riot, insurrection, commandeering of material, equipment or facilities, or similar causes beyond the control of CONTRACTOR which render performance impossible.

19. Condition of Grant Approval

This Agreement shall be conditioned upon State grant approval, the continuation of State funds to subsidize the transit system and the ongoing ability of the system to meet State grant requirements.

20. Financial Reporting Requirements

CONTRACTOR will be required to establish and maintain full and complete books of account for the service. Such books of account shall be kept separate from CONTRACTOR's other operations. Such books of account, records of any related business, and accounting procedures shall be subject to approval, inspection, and audit by authorized employees and agents of the City of Lodi.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY CAB COMPANY

CITY OF LODI,
a municipal corporation

By Rae Neel Margrave
Rae Neel Margrave
dba CITY CAB CO.

By Evelyn M. Olson
Evelyn M. Olson
Mayor

Approved as to Form:

Attest:

Ronald M. Stein
Ronald M. Stein
City Attorney
City of Lodi

Alice M. Reimche
Alice M. Reimche
City Clerk